



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

*To serve, protect and govern in concert with
local municipalities*

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL
05RFP47608YC
Aerial Photography
For
PUBLIC WORKS DEPARTMENT**

Pre Proposal Conference Date: 9:30AM November 2, 2005

RFP DUE TIME AND DATE:

11:00 A.M. Wednesday, November 30, 2005

PURCHASING CONTACT: Al Micah Phillips at (404) 730-4214

E-MAIL: almicah.phillips@co.fulton.ga.us

LOCATION:

**FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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SECTION 1 INTRODUCTION

1.1 OVERVIEW

Fulton County desires to develop continuous and seamless digital aerial photography for the entire geographic area of Fulton County. The project title for which a proposal is being requested is County-Wide Aerial Photography. The proposal Number is **05RFP47608YC**

Through the issuance of this Request For Proposals (RFP), the County is soliciting proposals from qualified Consultants to develop continuous and seamless digital aerial photography for the entire geographic area of Fulton County.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.1 will be evaluated in accordance with the selection criteria described in Section 4.1 including all forms and certifications described in Section 5.0. Based upon the results of the evaluation, the County will award the County-wide Aerial Photography Project to the most advantageous Consultant based upon the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF PROJECT

The project involves providing orthorectified aerial photography in digital format, development of Digital Elevation Models (DEM) and mapping of Fulton County.

1.3 OBTAINING THE RFP

This RFP and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities.”

1.4 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference on November 2, 2005 at 9:30 A.M. in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S. W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Consultants are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.5 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303 on or before

November 30, 2005 at 11:00 A.M. at 11:00 A.M. legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Consultant. The proposal due date can be changed only by addendum.

1.6. DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Consultant to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the Consultant shall be responsible for its timely delivery to the Department of Purchasing.

1.7 CONTACT PERSON AND INQUIRES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person (Al Micah Phillips, APA, 130 Peachtree Street, S. W, Suite 1168, Atlanta, Georgia 30303, (404) 730-4214, fax number, (404) 893-1736 and e-mail address, almicah.phillips@co.fulton.ga.us . Any response made by the County will be provided in writing to all Consultants by addendum. No verbal responses shall be authorized.

SECTION II INSTRUCTION TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Consultant or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – The executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions.

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for the award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated

County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION AND ADDENDA

Consultants may submit request for clarifications or interpretation regarding this RFP and the contract. Consultants may prepare such request in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Consultants are cautioned that if Consultants do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will not respond to requests received after **November 16 at 5:00 PM at 5:00 PM**, local prevailing time. Consultants are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Consultant of any obligations or conditions required by this RFP.

Request for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to: Fulton County Department of Purchasing Attn: Al Micah Phillips, Public Safety Building, 130 Peachtree Street S.W., 1168 Atlanta, GA 30303 Email: almicah.phillips@co.fulton.ga.us. Phone: (404) 893-1736.

All responses to written request for clarification, interpretation, or additional information will be distributed as addendum to this RFP to all persons registered with the County to have received a copy of this RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Consultants who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Consultant.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda shall be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Consultant is required to acknowledge by submitting an executed acknowledgement form included as Technical Proposal Form 2. This acknowledgement shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF THE CONTRACT

The term of the Contract shall be for a total contract time of one (1) year without further obligation of the County.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
- Certification Regarding Debarment
- Non-Collusion Affidavit of Prime Offeror
- Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
 - Exhibit A – Promise of Non-Discrimination
 - Exhibit B – Employment Record
 - Exhibit C – Schedule of intended Subcontractor Utilization
 - Exhibit D – Letter of Intent to Perform As a Subcontractor
 - Exhibit E – Declaration Regarding Subcontractor Practices
 - Exhibit F – Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three members from the Department of Public Works and two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements set forth in Section 3.5 and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF CONSULTANTS

The submission of more than one (1) proposal to the County as the primary Consultant or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Consultant and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest Consultant and the County reserves the right to award the contract to the responsible Consultants submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest

and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary to determine the ability of any Consultant to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Consultant. Such information may include, but shall not be limited to, current financial statements by an independent CPA, verification of availability of personnel, and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Consultants/Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum.

Should recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.7 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S. E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF CONSULTANT

Each Consultant is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its proposal. Consultants are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

if any proposal contains technical, financial, or other confidential information that the Consultant believes is exempt from disclosure, the Consultant must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Consultants waive any challenge to the County's decisions in this regard. Marking all or substantially all of a proposal as confidential may result in the Consultant being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Consultants recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any loss that the Consultant may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit proposal to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Consultants. A Consultant, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All cost incurred by a Consultant in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Consultant.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Consultants responding to this RFP from further consideration for this procurement, and to notify such Consultants of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technical or irregularities in the proposal.
- The County reserves the right to eliminate any Consultant who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Consultants to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Consultant(s) submitting Proposal(s) which are found to be reasonably susceptible to fraud.
- The County reserves the right to discontinue negotiations with any selected Consultant.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.
- The county may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Consultant and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Consultants acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each proposal, including preparation of all information required to be included in a proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Consultant. In addition, the Consultant shall be solely responsible for all costs (including engineering and legal costs) incurred by such Consultant in connection with this selection process, including any costs incurred by the Consultant in any subsequent negotiations entered into in connection with developing the proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement of the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of this proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by applicable law, exclude a Consultant from further participation in any negotiation process if the County determines that such Consultant is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Consultants and such Consultant is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Consultant, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Consultant shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 IRREVOCABLE OFFER

No bid may be modified, withdrawn, or cancelled by the bidder for sixty (60) days following the date and time designated for receipt of bids, and each bidder so agrees in submitting its bid. All adjustment factors shall remain valid during this time period unless noted otherwise.

Prior to the date and time designated for receipt of bids, a bid may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. A withdrawn bid may be resubmitted up to the date and time designated for receipt of bids, provided that it is then fully in conformance with these Instructions to Bidders.

FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

RFP # 05RFP47608YC - COUNTY-WIDE AERIAL PHOTOGRAPHY

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time or pursuant to O.C.G.A. paragraph 13-10-1. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage.

- Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.

25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All bids and proposals submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
29. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive,” and same shall not be considered for award.
30. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint

Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive.”

31. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive.”
32. Price (Provide one (1) original and four (4) copies of the proposal on the form contained herein).

Provide an estimated cost to perform the project as described in Section 3.4, Scope of Work. The estimate cost for all work shall include all variables addressed in the scope of work including project location, project size, and accuracy required (flight scale), schedule, Atlanta weather patterns, development of the DTM/DEM and total costs.

SECTION III PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than November 30, 2005 at 11:00 A. M. addressed to:

**Request For Proposal RFP #05RFP47608YC
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S. E., Suite 1168
Atlanta, GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal, executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include Consultant information, technical information, business-related information, and any Technical Proposal Forms requested. The Cost Proposal shall include the cost proposal and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Consultant, including certain information to be provided under oath as required under applicable law, in accordance with the instructions and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND THE CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSAL RFP – 05RFP47608YC
Fulton County, County Wide – Aerial Photography Project
(Technical or Cost Proposal)
Consultant's Name and Address

3.1.2 Number of Copies

Consultants shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Consultants shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Consultants shall submit proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 DESCRIPTION OF PROJECT

3.3.1 Introduction

Fulton County desires to develop continuous and seamless digital aerial photography for the geographic area of unincorporated Fulton County with the option of including the incorporated municipalities of Atlanta, College Park, East Point, Fairburn, Hapeville, Mountain Park, Palmetto, Sandy Springs, and Union City. The geographic area may also include approximately 20,000 acres in Dekalb County but within the City of Atlanta. Fulton County will procure the services of a single consultant to perform this work. The County will award the work to the most advantageous Proposer based upon results of the cost evaluation and the selection criteria factors set forth in the RFP. The consultant will engage in a contract with the County similar to the sample agreement incorporated into the proposal documents. Deliverables and associated invoices for payment will be approved by the Water Services Division within the Public Works Department.

The product deliverables will also include orthorectified aerial photography and a Digital Elevation Model (DEM) to be installed into the County's GIS system. A minimum of **200,000 acres** of aerial photography data (consisting of unincorporated Fulton County) is proposed to be provided under this procurement. No hard copy products are desired or expected under this contract except those incidentals to documenting the quality of the delivered product. Specifications for the aerial photography and DEM information are provided hereafter.

The project shall include the production of 1"=100' scale/0.5' pixel resolution natural color digital orthophotography, and a DEM capable of producing 2' contour topography for all areas. The consultant is required to deliver everything in digital format. The digital orthophotography and DEM is to be produced from a new (winter 2006) aerial photography and LiDAR survey. The mapping will be horizontally georeferenced to the NAD83 Georgia State Plane Coordinate System and vertically georeferenced to the NAVD88 vertical datum.

The mapping will meet or exceed US National Map Accuracy Standards. The offeror's proposal should include a description of procedures used to achieve and verify the required accuracies. The data collected will be used for general planning, GIS and engineering applications.

The selected consultant will be responsible for all processes, labor, materials, equipment, and management necessary to provide the deliverables specified for the project. The consultant's project management team will include a Project Manager, Stereo Instrument Operator, an active two (2) ASPRS certified photogrammetist and a GIS Specialist for oversight of the map production. The data collected will be used for general planning, GIS and engineering applications.

3.4 SCOPE OF WORK

Development of a Digital Elevation Model (DEM) and Digital Orthophotography for Fulton County DEM must be capable of producing 2 foot contours topographic mapping, supporting hydrologic modeling studies with a two-foot (2') or better accuracy and the interpolation of appropriate contours. They are to be comprised of x,y,z postings for bare-earth elevations with a vertical RMSEz of 0.6 feet for two foot (2') contours. Natural color orthophotography images will be at the scale of 1"=100' with a one-half foot pixel resolution and delivered in uncompressed TIFF/TFW format and MrSID compressed format. The orthophotography will be formatted in 5,000 x 5,000 foot modular tiles corresponding to the standard Geodetic Survey grid for Georgia. **(LIDAR shall be used to develop the DEM for all areas).** Aerial Photography Services to be provided includes:

- Aerial Photography and processing in natural color Controlled vertical aerial photography and processing Airborne GPS controlled photography Inertial Measurement Unit (IMU) controlled photography
- Digital Mapping and/or Revisions in Softcopy Photogrammetry Digital Elevation Models (DEM) Softcopy Analytical Aerotriangulation & Contour Generation
- QA and Metadata Reports
- Digital Orthophotography in natural colors Digital Orthorectification Semi-Rectification Mosaics Image Interpretation & Classification
- Perform 3D Editing

All data shall be delivered digitally and must be compliant with Federal Geographic Data Committee (FGDC) standards with appropriate metadata documentation. Data must equal or exceed FEMA Specifications described in FEMA's *Guidelines and Specifications for Flood Hazard Mapping Partners*.

Aerial photography

Time and Conditions During Photography

Aerial photography shall be accomplished in winter between December **2005** and March **2006** when deciduous vegetation is minimal and during the time of day when the sun angle is not less than 30 degrees. Photography will not be undertaken when the ground is obscured by snow, haze, fog or dust, when streams are not within their normal banks, or when the clouds' shadows will appear on more than five percent (5%) of the area in one photograph. The photographs shall not contain objectionable shadows caused by relief or low solar altitude.

Digital Orthophotography

Consultant shall produce the digital orthophotography including the scanned aerial imagery in natural color, the DEM, the control/aero triangulation information, and the calibration data for the project aerial camera. This data shall be combined to georeference the digital imagery and remove relief displacement in a pixel-based rectification process. The consultant will perform rectification, image interpretation and classification, tonal balancing, mosaicing and quality assessment to correct image distortion, displacement, film deformities, lens aberrations and atmospheric refractions. The digital orthophotography will be created at 1" = 100' or an accuracy of 3.8 feet at the 95% confidence level.

Georeferencing

Consultant will employ direct georeferencing and intelligent QA on all imagery collected as a part of the consultant's post processing procedures.

Digital Elevation Model (DEM)

The consultant is required to collect a full DEM necessary to provide the most accurate surface model data that meet or exceed National Standards for Map Accuracy and ASPRS Class 1 Accuracies. Vertical accuracy of the DEM shall be sufficient to obtain the required vertical and horizontal accuracies to develop two-foot (2 feet) contour interval mapping. A DEM captured wholly or in part from autocorrelation shall **not be** utilized for this project.

The consultant shall create the new and accurate DEM using airborne Light Detection and Ranging (LIDAR) with remote sensing augmented with 3D breaklines utilizing digital photogrammetric technology. DEM postings generated by the consultant shall be 2 meters or less.

The LIDAR data shall be augmented with mass points and 3D breaklines to create a countywide Digital Elevation Model capable of accurately delineating various terrain defining features supporting two-foot contour interval mapping. 3D breaklines will be used to capture stream centerlines, drainage ditches, tops and bottoms of stream banks, ridge lines, road crowns, levees, bulkheads, embankments and other manmade features that restrict, constrict or control the flow of water.

The new digital elevation model (DEM) data collected by the consultant shall support 1"=100' scale digital orthophoto rectification and 2' contour topography generation. The DEM data will be furnished as a deliverable to the County. The DEM data shall include a grid of mass points with spacing of no more than 35'. Use of existing USGS DEM data is **not** permitted.

Area coverage and Tiling

The consultant will create bare-earth elevation points to facilitate storm water runoff calculations. Digital Terrain Model point, break line data for "bare-earth" ground surface will be formatted into 5,000' X 5,000' tiling scheme. No duplicate point file overlap is required.

Metadata

Consultant shall create Metadata for all map data deliverables and the data shall conform to the Federal Geographic Data Committee's (FGDC) Metadata Content Standards and include:

- Identification information
- Data quality information (a general assessment of the quality of the data set)
- Spatial data organization information
- Spatial reference information
- Entity and attribute information
- Distribution information
- Platform and mission information
- Instrument information

Metadata shall include specification of camera type and calibration date, as well as photo scale, flight altitude, and general flight dates.

Rectification and Image Processing

The consultant shall perform imagery rectification using ortho production system necessary to develop the highest quality imagery. The rectified images shall be tone/natural color and contrast balanced and mosaicked/edge-matched to adjacent images using automated and manual image processing techniques. The automated mosaicking software used by the consultant must be capable of optimized seam line placement with manual intervention as needed, and must produce an output file of seam line locations.

Accuracy

Accuracy of the vertical DEM data developed by the consultant shall be 2 feet or less at the 95% confidence level after correction for systematic errors and discarding no more than 5% of check points and the root mean square error (RMSE) calculations to account for uncleaned artifacts.

Vertical RMSE of 0.6 feet (18.5 cm) for two foot (2') contours or accuracy of 1.2 feet at 95% confidence level. **DEM data accuracy shall meet and exceed NMAS & ASPRS Class 1 Accuracy.** Horizontal accuracy of the data points must be appropriate to achieve a vertical accuracy of **2 feet**. Vertical and horizontal accuracy information must be recorded in the accompanying metadata.

Horizontal Accuracy

The Consultant will create Digital Orthophotography at 1:1,200-scale (1 inch to 100 feet) with a Root Mean Square Error of 2.2 feet or an accuracy of 3.8 feet at the 95% confidence level.

Quality Assurance/Quality Control

The consultant is responsible for insuring that intelligent data handling, quality assurance and accuracy of the Digital Elevation Model, ancillary data sets, spatial accuracy, image analysis and quality review of the elevation data are achieved and documented in the Metadata Report. The consultant shall employ post-processing procedures that include evaluation/testing of the LIDAR bare-earth DEM accuracy for the main categories of ground features within the study area, e.g.

- Bare earth and low grass (plowed fields, lawns, golf courses)
- High grass and crops (hay fields, corn fields, wheat fields)
- Brush lands and low trees
- Feature Lean/Buildings/Bridges/Overpasses
- Fully covered by trees (hardwoods, evergreens, mixed forests)
- Urban areas (high, dense, manmade structures).

The consultant is responsible for insuring that the digital topography is thoroughly quality control checked and edited, including review against the corresponding digital orthophotography and review directly in the target GIS environment. The digital topography will be an accurate, clean, seamless, appropriately layered and attributed digital vector representation.

As the rectification and image processing is completed, the consultant is responsible for insuring that all orthophoto images are subjected to internal manual quality control inspection with the following acceptance criteria being observed:

- Geometric accuracy of images of ground features/targeted points meeting project standards (USNMAS).
- No distortion of ground features (e.g., roads, railroads, bridges/overpasses, buildings) by inadequate rectification, including bending/warping of roads/railroads/bridges and excessive or mismatched building lea.
- No “gaps” in imagery or missing imagery at area peripheries
 - No significant scratches, dust, lint, compression artifacts, stretching, blurring, or other image anomalies. Rectified image quality to be equal to or better than the original aerial images
 - Feature edge and tone match within specified tolerances
 - Consistent image radiometry

The consultant shall evenly distribute sample points throughout each category area being evaluated and shall not group the sample points in a small sub-area. The consultant shall select a minimum of 20 test points. The consultant shall select the test points carefully in areas of the highest Positional Dilution of Precision (PDOP) to evaluate DEM accuracy under trees and in vegetation representative of the study area. DEM test points on sloping or irregular terrain, shall **not** be selected.

The consultant shall QA existing or newly established ground survey points used to supplement the airborne GPS/IMU survey data. The density and pattern of control shall ensure accurate aerotriangulation of the aerial photography as needed for final georeferencing of the imagery and topography to the project accuracy standards.

The DEM data will be subject to manual and/or automated quality control review processes to check for sufficient data density, proper coverage, absence of “spikes”/anomalies, etc.

Payment will be made based on the unit price proposal for production, delivery and installation of orthorectified aerial photography and DEM into Fulton County’s GIS system. Payment will be as follows:

Aerial Photograpy and DTM

Upon documented completion of aerial data collection (report) – 30 % of price proposal
Upon delivery and installation of the photography onto GIS System – 50 % of price proposal
Upon delivery and installation of DEM onto GIS System – 10% of price proposal
Upon acceptance of final product delivered and installed – 10 % of price proposal

3.5 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the specific technologies, procedures, and equipment to be utilized in development of Digital Elevation Model (DEM), and Digital Orthophotography for Fulton County’s flood plain mapping program as well as resumes of specific stereo instrument operators to be assigned to the project and all appropriate and requested information. In addition to the data described below, Consultant may provide section dividers, a front and back cover, table of contents, and a cover letter not to exceed three (3) pages in length which may serve as an introduction to the proposal. A page refers to one sided of a single 8 1/2 inch x 11 inch page. Text shall be minimum 12 point.

One (1) original and five (5) copies of the Technical Proposal shall be provided and include the content as described below:

Section 1 - Executive Summary

The executive summary shall include a brief statement of the work, understanding of the project’s goals and objectives and demonstrated understanding of the project’s potential problems and concerns.

Section 2 – Organization Description (not to exceed two pages)

This section of the Proposal must present a short resume of the organization and an organizational chart. The Proposal shall include details about the type of firm or organization such as corporation, partnership, limited liability company, joint venture, including ownership and management structure. Indicate key individuals and all subconsultants proposed on this project.

- Location and address of corporate and regional offices of all members of the proposing team.
- Consultant should submit an organizational chart of the business structure of the proposing entity
- Project Personnel—Consultant should also include an organizational chart of the structure of the team and a brief description of the roles, responsibilities and resumes (Not to exceed two pages total including resumes) of key personnel.

Subconsultant Resumes (Not exceeding two pages per subconsultant)

Provide a two page resume on each subconsultant firm proposed for this project.

Section 3 – Experience and Performance Qualifications (Not exceeding three pages total)

Provide a description of past performance on County projects and experience the firm has had with projects similar to the County-Wide Aerial Photography Project described herein. For a minimum of five (5) and a maximum of ten (10) projects, provide a brief description of each project, include key contact persons (other than members of your firm) at a management level, titles, email addresses, and telephone numbers, name and location of project, and fax numbers.

Section 4 – Project Approach and Delivery Schedule (Not exceeding ten pages)

The Consultant shall demonstrate and provide a description of how they will perform the work to meet the schedule presented in Section 9 Exhibit D - Schedule. Provide a description of recommended enhancements or improvements to the scope of services as presented. Elaborate on those areas where better definition will provide the greatest potential benefit to the project. The approach discussion should include specific technologies, procedures, and equipment to be utilized in DEM development, methodology for obtaining 3D breakline data and details regarding any unique knowledge or expertise your firm has with similar projects. Include a diagram of the offeror's proposed ground control pattern in relation to the aerial photography flight lines and project area. Explain how such knowledge or expertise would benefit the project.

Section 5 – Proximity of Office in Fulton County (Not exceeding one page)

Provide the normal office location where work on this project will be performed.

Section 6 – Financial Responsibility

The financial information section shall include the following:

- A copy of the most recent annual report with footnotes or most recent audited financial statement.
- Copy of Business License
- Latest Dunn and Bradstreet Report.

Section 7 - Confidential and Proprietary Information

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that are exempt from public disclosure.

Section 8 - Key Personnel Experience and Availability (Not exceeding two pages total including resumes)

Provide an organizational chart of the structure of the team and a brief description of the roles, responsibilities and resumes of key personnel. Provide a summary of those personnel anticipated to be assigned to the project and the percentage of their time available to commit to the project during performance of assigned tasks. Resumes (not to exceed two pages in length each) shall be provided for the following personnel: **Project Manager, Stereo Instrument Operator, two (2) ASPRS Certified Photogrammetrist and GIS Specialist.** These individuals as a minimum shall work out of the local office and reside in the Metropolitan Atlanta area during the course of their involvement on this project. Fulton County will not pay direct cost for the relocation, temporary housing, or subsistence of staff assigned to this project.

3.6 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope** in accordance with Section 3.1 - Submission Requirements. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Consultant shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal

Cost (Provide one (1) original and five (5) copies of the Proposal contained herein). Provide an estimated cost to perform the project as described in Section 3.4, Scope of Work. The Cost Proposal shall provide for adjustment of the contract cost based upon area actually photographed and data collected for using 5000 feet by 5000 feet modular tiles as a unit. The estimate cost for all work shall include all variables addressed in the scope of work including project location, project size, accuracy required (flight scale), schedule, Atlanta weather patterns, development of the DEM and total costs.

SECTION IV EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION & SELECTION CRITERIA

PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Information to Be Submitted:

Proposers must be straight forward and provide concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly demonstrate the bidders technical approach and rational. All proposals shall be spiral bound or a AGBC type binder with all pages being 8.5" x 11". The proposal must have a table of contents and each page must be numbered.

- a. **Related Experience and Performance in the area of Aerial Photography**
- b. **Key Personnel Experience and Availability**
- c. **Project Approach and Delivery Schedule**
- d. **Locality Preference in Fulton County**
- e. **Financial Responsibility**
- f. **Price/Cost Proposal**

Evaluation and Selection Criteria:

1. Related Experience: 20 points max

Related Experience and Performance in aerial photography. Please provide client references (name, title, address, phone numbers, list of work completed for the client, minimum of four clients other than Fulton County). (2 pages maximum). If prior experience is in solely providing aerial photography which did not require a contractual agreement with a local government, please provide community information and number of residents (market share) information in lieu of references.

2. Key Personnel Experience and Availability: 10 points max

Provide an organizational chart for your team, clearly indicate company name, principal in charge and project manager(s) assigned with the overall project coordination (2 pages maximum).

3. Project Approach and Delivery Schedule:

15 points max

Provide a project approach to conducting aerial photography, with detailed emphasis on customer service and satisfaction.

4. Local Preference:

10 points max

Local business operations within Fulton County

5. Financial Responsibility

5 points max

6. Cost Proposal:

40 points max

Contractor shall submit cost of proposal in separate sealed envelope. The envelope shall include the RFP number on the outside of the envelope, respondents name, and proposal date.

Failure to submit financial responsibility information as required may result in the proposer being deemed non-responsive and their proposal removed from consideration.

Discussions may be made by the purchasing agent, in conjunction with the user department, with responsible proposers who submit proposals determined by the purchasing agent, and upon written recommendation of the Public Works Department, to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements. Fulton County reserves the right, at its sole discretion, to have your company and every proposer on this project come in for discussion.

Proposers who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it for the best interest of the County to do so. Proposers are not to initiate the above discussions unless and when so notified by the Purchasing Department during the evaluation and selection process.

The County reserves the right to make investigations, as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Evaluation and Selection Committee:

A duly appointed Selection Committee shall rank the proposals and make recommendation to the Board of Commissioners for award of the contract. Determinations shall be based on the following criteria and relevant weights of importance.

Request for Proposal Evaluation Process

1. Proposals shall be reviewed and evaluated by an RFP Evaluation Committee. This Committee will submit a recommendation to the Fulton County Board of Commissioners for approval and contract award. Proposals will be evaluated and scored according to a predetermined weighting of criteria indicated within this RFP.
2. The technical Proposals shall be evaluated and scored first. After review and scoring of the technical proposals, sealed cost proposals will be opened and evaluated and scored by the RFP Evaluation Committee.
3. Discussions for the purpose of clarifying submitted proposals related to the RFP may be conducted with Proposers. These Proposers shall be notified in writing by the Fulton County Department of Purchasing. Discussions shall be conducted with only proposed team members identified on the project organizational chart. Other company principles, marketing and business development staff shall not attend the discussions.
4. The County reserves the right to make such investigation, as it deems necessary to determine the ability of any Proposer to perform the work or service requested. The Proposer shall provide information the County deems necessary to make this determination. Such information may include documentation to further support information submitted from a Proposer that is reasonably susceptible of being selected for award of a contract.
5. The RFP Evaluation Committee will make a recommendation to the Fulton County Board of Commissioners for approval of the recommended firm and to enter into an Agreement.
6. The firms that are approved by the Fulton County Board of Commissioners will be notified of its approval by issuance of a Notice of Award, and will be required to execute the Agreement provided in this RFP. The County reserves the right to modify the Agreement upon recommendation of the County Attorney.
7. The County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal or proposals received, and to accept the proposal that, in its judgment, is in the County's best interest.

8. The County assumes no responsibility or obligation to Proposers and will make no payment for any costs associated with the preparation or submission of proposals.
9. Failure to comply with the submittal requirements or failure to submit any required documents may result in the proposal being found non-responsive and not considered.
10. No changes or substitutions shall be permitted in the Proposer's key personnel as set forth herein without the prior written approval of the County.
11. The County reserves the right to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award contract to the Proposer submitting the lowest price and the County reserves the right to award the contract to the responsible Proposer submitting a responsive proposal with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final.
12. Discussions may be made by the Purchasing Agent, in conjunction with the user department, with responsible Proposers who submit proposals determined by the Purchasing Agent, and upon written recommendation of the Department of General Services, to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements. Such discussions may include a presentation by the Proposer. Proposers who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it for the best interest of the County to do so. Proposers are not to initiate the above discussions unless and when so notified by the Purchasing Department during the evaluation and selection process.

Basis of Award:

The award of a contract for this project will be made by the Board of Commissioners of Fulton County to the most responsive and responsible proposer whose proposal is determined, upon written recommendation by the County Manager, the Purchasing Agent and the Director of Public Works, in conjunction with the selection committee's recommendation to be in the best interest of the County taking into consideration price and the evaluation factors set forth in the Request For Proposal.

Special Provisions:

The **Proposer** is encouraged to visit and become familiar with the Project site and to become acquainted with local conditions involved in carrying out the proposed work.

The **Proposer** shall perform the service required to accomplish the work plan as stated.

All professional personnel, including subcontractors, engaged in performing services for the **Proposer** under the proposal are indicated in personnel listing attached thereto, and incorporated therein by reference. No changes or substitutions shall be permitted in the **Proposer's** key personnel as set forth herein without the prior written approval of the Director of Public Works or his designee.

The **Proposer** shall employ in responsible charge of supervision and design of the work only persons duly registered in the appropriate category.

SECTION V PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all proposal forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the proposal forms. Proposers should reproduce each proposal form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit (Prime)

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all subcontractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Non-Collusion Affidavit (Sub-Consultant)

The Proposal shall include a copy of Proposal Form 2B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

5.2.4 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

- (b) Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a subcontractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF PRIME/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid or proposal for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the offeror.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the offeror only, or if furnished to any other offeror, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid or proposal for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the offeror.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the offeror only, or if furnished to any other offeror, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices # to #,_____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

SECTION VI CONTRACT COMPLIANCE FORMS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES												
CATEGOR Y	NATIVE AMERIC AN		AFRICAN AMERIC AN		ASIAN AMERIC AN		HISPANIC AMERICA N		CAUCASI AN AMERICA N		OTHE R	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Offici al												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____
Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: ()_____

Fax Number: ()_____

Email Address:_____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the

joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _ day of _____, 20 __, before me, appeared _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature) (Printed Name)

Nortary: _____ Date: _____

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION VII INSURANCE and RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-
\$500,000.		
INSURANCE	BY DISEASE - POLICY LIMIT	-
\$500,000.		
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-
\$500,000.		

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability \$1,000,000	Each Occurrence	-	
(Other than Products/Completed Operations) \$2,000,000	General Aggregate	-	
Products\Completed Operation \$1,000,000	Aggregate Limit	-	
Personal and Advertising Injury \$1,000,000	Limits	-	
Fire Damage	Limits	-	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE
Combined Single Limits**

Each Occurrence	-
\$1,000,000	
(Including operation of non-owned, owned, and hired automobiles).	

4. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	-
\$1,000,000		

5. UMBRELLA LIABILITY

(In excess of above noted coverage's)	Each Occurrence	-	\$
2,000,000			

6. PROFESSIONAL LIABILITY

Each Occurrence	-
\$ 1,000,000	
(Required if respondent providing quotation for professional services).	

7. FIDELITY BOND

(Employee Dishonesty)	Each Occurrence	-	\$
100,000			

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:_____SIGNATURE:_____

—

NAME:_____TITLE:_____DATE:_____

—

**SECTION VIII
SAMPLE CONTRACT AGREEMENT**

Index of Articles

ARTICLE 1.	CONSULTANT/OWNER AGREEMENT
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ARTICLE 3.	DESCRIPTION OF PROJECT
ARTICLE 4.	SCOPE OF SERVICES
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ARTICLE 12.	SUSPENSION OF WORK
ARTICLE 13.	DISPUTES
ARTICLE 14.	TERMINATION OF AGREEMENT FOR CAUSE
ARTICLE 15.	TERMINATION FOR CONVENIENCE OF COUNTY
ARTICLE 16.	WAIVER OF BREACH
ARTICLE 17.	INDEPENDENT CONSULTANT
ARTICLE 18.	RESPONSIBILITY OF CONSULTANT
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ARTICLE 20.	ACCURACY OF WORK
ARTICLE 21.	REVIEW OF WORK
ARTICLE 22.	INDEMNIFICATION
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ARTICLE 29.	ASSIGNABILITY
ARTICLE 30.	ANTI-KICKBACK CLAUSE
ARTICLE 31.	AUDITS AND INSPECTORS
ARTICLE 32.	ACCOUNTING SYSTEM
ARTICLE 33.	VERBAL AGREEMENT
ARTICLE 34.	NOTICES
ARTICLE 35.	JURISDICTION
ARTICLE 36.	EQUAL EMPLOYMENT OPPORTUNITY
ARTICLE 37.	FORCE MAJEURE
ARTICLE 38.	OPEN RECORDS ACT

AGREEMENT

This **AGREEMENT**, made and entered into as of the ____ day of ____, 20__ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and _____ to provide Orthorectified Aerial Photography, Digital Elevation (DEM) and Digital Orthophotography Services in Georgia, hereinafter referred to as " **CONSULTANT**:"

WITNESSETH

WHEREAS, COUNTY through its Department of Public Works (hereinafter referred to as the "DEPARTMENT") desires to retain a qualified and experienced CONSULTANT to perform certain services regarding **County-Wide Aerial Photography** (hereinafter, referred to as the "PROJECT").

WHEREAS, CONSULTANT has represented to the COUNTY that it is experienced and has qualified and local staff available to commit to the PROJECT and COUNTY has relied upon such representation.

NOW THEREFORE, and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, COUNTY and CONSULTANT agree as follows:

ARTICLE 1. CONSULTANT/OWNER AGREEMENT: COUNTY hereby engages CONSULTANT and CONSULTANT hereby agree to perform the services hereinafter set forth. This Agreement, including the exhibits, constitutes the entire Agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the COUNTY and the CONSULTANT'S duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

ARTICLE 2. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT: COUNTY and CONSULTANT agree the PROJECT is as described in Section 3.3 entitled, "Description of Project". All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this AGREEMENT as if they were contained herein.

ARTICLE 4. SCOPE OF SERVICES: Unless modified in writing by both parties in the manner specified in the agreement, duties of CONSULTANT shall not be construed to exceed those services specifically set forth herein. CONSULTANT agrees to provide all services, products, and data and to perform all tasks described in Section 3.4 entitled, "Scope of Work".

ARTICLE 5. DELIVERABLES: CONSULTANT shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in Exhibit C entitled, "Deliverables." CONSULTANT shall provide to COUNTY all deliverables specified in Section 3.4 entitled, "Scope of Work" should they not already be covered in Exhibit C entitled, "Deliverables." CONSULTANT shall furnish Deliverables to COUNTY in a media of form that is acceptable and usable by COUNTY at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY: CONSULTANT shall gather from the COUNTY all available non-privileged data and information pertinent to the performance of the services for the PROJECT. Certain services as described in Section 3.4 entitled, "Scope of Work", if required, will be performed and furnished by COUNTY in a timely manner so as not to unduly delay CONSULTANT in the performance of said obligations. COUNTY shall have the final decision as to what data and information is pertinent.

COUNTY will appoint in writing a COUNTY authorized representative with respect to work to be performed under this AGREEMENT until COUNTY gives written notice of the appointment of a successor. COUNTY representative shall have complete authority to transmit instructions, receive information, and define COUNTY policies. CONSULTANT may rely upon written consents and approvals signed by COUNTY'S representative.

ARTICLE 7. MODIFICATIONS/CHANGE ORDERS: If during the course of performing the work, COUNTY and CONSULTANT agree that it is necessary to make changes in the PROJECT as described herein and referenced exhibits, such changes will be incorporated in written supplemental agreements to this AGREEMENT. Any such supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the Minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. TIME OF PERFORMANCE: CONSULTANT shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONSULTANT from the COUNTY. The time of performance of the work shall be as presented in Exhibit D – Schedule.

ARTICLE 9. CONTRACT TERM: The term of this Agreement shall commence on date of Notice to Proceed and continue for a total contract time of 12 months without further obligation of the County. Notwithstanding, the CONSULTANT's obligations to perform under the terms and conditions of this Agreement shall survive the termination of this Agreement, unless said obligations have been satisfactory performed prior to its termination.

The CONSULTANT shall begin work under this Agreement no later than five (5) days after the effective date of notification to proceed.

ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES: Compensation for work performed by CONSULTANT on PROJECT shall be on the basis of unit prices shown in Exhibit E entitled "Basis of Payment."

Total compensation for the base work and any option work shall not exceed \$ _____. Invoices for payment shall be submitted to COUNTY by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month.

The CONSULTANT may submit to the COUNTY, a monthly invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment and for services that were completed during the preceding calendar month. The COUNTY shall review for approval said invoices. The COUNTY shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the COUNTY, are reasonably in excess of the actual stage of completion. The COUNTY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the CONSULTANT to the point indicated by such invoice, or receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay any undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase and objectives for the next month, an accurate updated schedule, and a description of the percentage of total work completed for each phase through the date of the statement.

Invoices shall not contain any language adding to or altering the terms of the contract with regards to timeliness of payment or otherwise. Any such invoice shall be denied and is of no force and effect. CONSULTANT shall be required to re-submit an invoice consistent with the terms of the contract.

CONSULTANT agrees that the compensation provided within shall be full and final settlement of all claims arising against COUNTY for work done, materials furnished, cost incurred or otherwise arising out of this AGREEMENT and shall release COUNTY from any and all further claims related to payment for services and materials furnished in connection with this AGREEMENT.

COUNTY and CONSULTANT agree that in the event any agreement provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said agreement provision shall control. County shall not be responsible for any interest penalty for any late payment.

ARTICLE 11. PERSONNEL AND EQUIPMENT: CONSULTANT shall identify in writing a project manager who shall have sole authority to represent CONSULTANT on all manners pertaining to this contract.

CONSULTANT represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this AGREEMENT, none of whom shall be employees of or have any contractual relationship with COUNTY. All of the services required hereunder will be performed by CONSULTANT under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Key personnel, including SUB-CONSULTANT, engaged in performing services for CONSULTANT under this AGREEMENT are indicated in Exhibit F entitled, "Key Personnel Listing." CONSULTANT shall immediately provide written notification to COUNTY upon change or severance of any listed key personnel or SUB-CONSULTANT performing services on this Project. No changes or substitutions shall be permitted in CONSULTANT'S key personnel or SUB-CONSULTANT as set forth herein without the prior written approval of the COUNTY. Changing of key personnel or SUB-CONSULTANT during the course of this PROJECT shall constitute a cause for termination under the terms outlined in ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE** of this AGREEMENT.

CONSULTANT shall, for positions of responsibility or supervision, employ persons who have the appropriate qualifications, certifications, or credentials. CONSULTANT shall endorse all deliverable including reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of CONSULTANT and responsible for the work prescribed by this AGREEMENT.

ARTICLE 12. SUSPENSION OF WORK: COUNTY may order CONSULTANT in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any of the project.

ARTICLE 13. DISPUTES: Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this AGREEMENT which is not disposed of by agreement shall be decided by the County's authorized representative. He shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the County authorized designee shall be final and conclusive unless, within 30 days from the date of receipt of such copy, CONSULTANT mails or otherwise furnishes to the County authorized designee a copy of a written appeal.

The decision of the County authorized designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this AGREEMENT. Provided, however, that any such decision is not fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending any final

decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the Director of Public Works' decision.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE: Either COUNTY or CONSULTANT may terminate work in the event the other party fails to perform in accordance with the provisions of this AGREEMENT 30 (Thirty) days prior written notice from the party initiating termination to the other accomplishes termination of this agreement. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Failure to maintain the scheduled level of effort as proposed and prescribed in Exhibit D entitled, "Schedule of Work," or deviation from the aforesaid schedule without prior approval of COUNTY, shall constitute cause for termination. In such event, copies of finished or unfinished documents prepared by CONSULTANT under this AGREEMENT shall be submitted to COUNTY as stated in Exhibit C entitled, "Deliverables." CONSULTANT shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by COUNTY, including reasonable costs for the orderly filing and closing of the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY: Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONSULTANT. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done. CONSULTANT shall also be paid for reasonable costs for the orderly filing and closing of the project.

ARTICLE 16. WAIVER OF BREACH: The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT: CONSULTANT shall perform the services under this AGREEMENT as an independent CONSULTANT and nothing contained herein shall be constructed to be inconsistent with relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute CONSULTANT or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 18. RESPONSIBILITY OF CONSULTANT: CONSULTANT is employed to render a photogrammetric professional service only and any payments made to CONSULTANT are compensation solely for such services rendered and recommendations made in carrying out the work.

CONSULTANT shall follow the standard of practice of the photogrammetric industry to make findings, factual presentations, provide practice of the engineering profession to

make findings, opinions, factual presentations, professional advice and recommendations. Errors due to CONSULTANT'S failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by COUNTY and at CONSULTANT'S expense.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS:

CONSULTANT will undertake the PROJECT in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY employees, appointed committee(s) or other CONSULTANTS. CONSULTANT shall fully cooperate with such other related CONSULTANT and COUNTY employees or appointed committees. CONSULTANT shall provide within his schedule of work, time and effort to coordinate with other CONSULTANTS under contract with COUNTY. CONSULTANT shall not commit or permit any act, which will interfere with the performance of work by any other CONSULTANT or by COUNTY employees.

ARTICLE 20. ACCURACY OF WORK:

CONSULTANT shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve CONSULTANT of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. CONSULTANT shall prepare any plans, report, field work, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to CONSULTANT. CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK:

Authorized representatives of COUNTY may at all reasonable times review and inspect PROJECT activities and data collected under this AGREEMENT and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CONSULTANT, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve CONSULTANT of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONSULTANT shall produce progress prints or copies of any work as performed under this Agreement. Refusal by CONSULTANT to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONSULTANT until CONSULTANT complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONSULTANT.

ARTICLE 22. INDEMNIFICATION:

CONSULTANT agrees to protect, defend, indemnify, and hold harmless COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons caused by the performance or non-performance by CONSULTANT of the AGREEMENT, whether such injury, death, loss or damage results from any cause whatsoever. CONSULTANT'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove,

shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 23. CONFIDENTIALITY: CONSULTANT agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, reports, maps, data and studies prepared by CONSULTANT pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly or published without prior approval in writing of COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct results, or data gathered or processed should be released by CONSULTANT without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONSULTANT, but should any such information be released by COUNTY or by CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this AGREEMENT.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION: CONSULTANT agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this AGREEMENT. CONSULTANT or any SUB-CONSULTANT is not allowed to use or sell any information subject to this AGREEMENT for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the DEPARTMENT. All electronic files used on this PROJECT, including any custom or commercially available software developed or used by CONSULTANT, shall become the property of Fulton County. Any required licenses and fees for software or other required materials shall be purchased and/or paid for by CONSULTANT and registered in the name of the Director of the DEPARTMENT. CONSULTANT agrees to provide at no cost to COUNTY any upgrades to any software used on this PROJECT.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES: CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a

commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONSULTANT for the purpose of securing business and that CONSULTANT has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE: CONSULTANT shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

Section 26.01. Workman's Compensation Insurance in accordance with the laws of the State of Georgia and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per employee, Five Hundred Thousand Dollars (\$500,000) per occurrence, and Five hundred Thousand Dollars (\$500,000) per employee per disease.

Section 26.02. General Aggregate in an amount not less than Two Million Dollars (\$2,000,000).

Section 26.03. General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.

Section 26.04. Professional Liability Insurance in an amount that equals or exceeds the amount of fees for the AGREEMENT. If coverage is issued on a claims-made basis, a policy should be kept in force at least 24 (twenty-four) months after completion and acceptance of the PROJECT.

Section 26.05. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000) per occurrence.

Section 26.06. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project and the AGREEMENT. All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 (thirty) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and COUNTY accepts the project.

If CONSULTANT receives notice of non-renewal or material adverse change of any of the above coverage, CONSULTANT will promptly advise COUNTY in writing. Failure of CONSULTANT to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverage terminates AGREEMENT as of the date that CONSULTANT should have given notification to COUNTY.

If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONSULTANT, COUNTY will

notify CONSULTANT thereof within 20 (twenty) days of the date of delivery of such certificates to COUNTY.

CONSULTANT will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONSULTANT of his responsibility to provide insurance coverage as specified nor to relieve CONSULTANT of his liability for any claims which might arise.

ARTICLE 27. PROHIBITED INTEREST:

Section 27.01. Conflict of Interest: CONSULTANT agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CONSULTANT further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.

Section 27.02. Interest of Public Officials: No member, officer or employee of COUNTY during his tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING: CONSULTANT shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 29. ASSIGNABILITY: CONSULTANT shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by CONSULTANT without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this Agreement without any notice to CONSULTANT of such termination. CONSULTANT binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE: Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONSULTANT hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

ARTICLE 31. AUDITS AND INSPECTORS: At any time during normal business hours and as often as COUNTY may deem necessary, CONSULTANT shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this AGREEMENT.

It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this AGREEMENT. CONSULTANT'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by CONSULTANT. To the extent COUNTY audits or examines such information related to this AGREEMENT, COUNTY shall not disclose or otherwise make available to third parties any such information without CONSULTANT'S prior written consent unless required to do so by a court order. Nothing in this AGREEMENT shall be construed as granting COUNTY any right to make copies, excerpts or transcripts of such information outside the area covered by this AGREEMENT without the prior written consent of CONSULTANT. CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the AGREEMENT and for three years from the date of final payment under the AGREEMENT, for inspection by COUNTY or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to COUNTY. CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any SUB-CONSULTANT, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM: CONSULTANT shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. CONSULTANT must account for cost in a manner consistent with generally accepted accounting procedures as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT: No verbal agreement or conversation with any officer, agent or employee of COUNTY, either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, and postage prepaid.

Notice to COUNTY, shall be addressed as follows:

T.K. Equels, Assistant Director
Fulton County Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Georgia 30303

Notices to CONSULTANT shall be addressed as follows:

Contact Name
Name of CONSULTANT
Address of CONSULTANT

ARTICLE 35. JURISDICTION: This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this AGREEMENT shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this AGREEMENT, CONSULTANT agrees as follows:

Section 36.01 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 CONSULTANT will, in all solicitations or advertisements for employees placed by, or on behalf of, CONSULTANT state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin; and

Section 36.03. CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each SUB-CONSULTANT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE: Neither COUNTY nor CONSULTANT shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve CONSULTANT from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT: The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this contract. The CONSULTANT acknowledges that any documents or computerized data provided to the County by the CONSULTANT may be subject to release to the public. The CONSULTANT also acknowledges that documents and computerized data created or held by the CONSULTANT in relation to the contract may be subject to release to the public, to include documents turned over to the County. The CONSULTANT shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The CONSULTANT shall notify the County of any Open Records Act requests not later than 24 hours following receipt of any such requests by the CONSULTANT. The CONSULTANT shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

WITNESS WHEREOF, each of the parties hereto has caused **AGREEMENT** to be executed and delivered on this, the _____ day of _____, 20____.

(INSERT NAME OF
CONSULTANT)

ATTESTED:

By: _____

By:

Title: _____

Title:

Witness

Seal (Affix)

FULTON COUNTY, GEORGIA

ATTESTED:

By: _____

By: _____

Mark Massey Clerk of Commission
Commissioners

Karen Handel, Chair, Board of

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

By: _____

Office of County Attorney

T.K. Equels, Assistant Director

Department of Public

Works

EXHIBIT C - DELIVERABLES

Project Work Plan

The work plan shall address the following subjects and include the following sections or items:

Project Description, Approach, Assumptions, Table of Contents, Preliminary List of Deliverables, Staff Roles and Responsibilities (matrix format), Quality Control Plan, Schedule of Performance, and Budget. The work plan shall be submitted within 10 days of notice to proceed. The County will review the plan and provide any comments within 7 days of receipt of the plan. The Consultant shall provide any response to the comments within 7 days of receipt and incorporate comments into the final work plan that shall be submitted within 10 days after their response to comments.

All data delivered under this project shall be delivered digitally.

Metadata

Metadata shall be provided for all map data deliverables and conform to the Federal Geographic Data Committee's (FGDC) Metadata Content Standards and include:

- Identification information
- Data quality information (a general assessment of the quality of the data set)
- Spatial data organization information
- Spatial reference information
- Entity and attribute information
- Distribution information
- Platform and mission information
- Instrument information

Metadata shall include specification of camera type and calibration date, as well as photo scale, flight altitude, and general flight dates.

Data Delivery

The digital topography will be delivered to the County in ESRI ArcInfo/ArcView compatible format, along with the specified metadata on appropriately labeled/indexed CD or DVD. Backup copies of digital topography will be maintained by the consultant at no cost to the County.

Data Collection Report

Consultant will provide a report document that displays the area covered, QA/QC documentation, calibrations, ground control, and verification of raw data files. This

report should be inclusive of information typically included in a report for similar data collected and processed at a future date.

The project deliverables shall include a GIS system installed orthorectified aerial photography and Digital Elevation Models (DEMs). No hard copy products are desired or expected under this contract except those incidentals to documenting the quality of the delivered product to the County.

Digital Orthophotography

Color digital orthophotography images on DVD, external hard drive as uncompressed TIFF format with .tfw header. JPG 2000 compressed color images will also be require on a per tile basis utilizing a 20:1 compression ratio.

Digital Elevation Model

Digital Elevation Model data for each orthophoto delivery shall include the appropriate 3D point, breakline data utilized to generate the two-foot contour interval mapping and orthophoto rectification. The DEM point, breakline data will be delivered as ESRI compatible TIN files with each breakline vertices having its correct elevation attribute and comma delimited ASCII data files including x,y,z values for all bare-earth surface elevation points devoid of vegetation and man-made structures. Files can be compressed using standard Unix compression or gzip utilities. Consultant shall deliver Raw geo-referenced LiDAR Data in LAS format.

Project deliverables shall be provided in incremental coverage areas to facilitate review and quality control. Once product becomes available, approximately 10 percent of the total product shall be delivered each week. A schedule of incremental deliveries shall be submitted at least two weeks prior to the first deliverable. The schedule shall provide for initiating deliverables from the northeast area of the County first and then progressing south westerly across the County for completion.

The horizontal extent of deliverables and the basis for calculating payment shall be 1,000 feet outside the boundary limits of Fulton County. No duplicate payment will be made for overlapping border areas.

Aerial Triangulation Report

Following completion of the aerial triangulation work, the consultant will submit a report to include the flight lines, exposure stations or model layout, control points labeled with station designations and aerial triangulation results.

Data Structure/Data Delivery

The final color digital orthophotography will be furnished in uncompressed georeferenced TIF/TFW format in NAD83 GA State plane coordinate grid-defined modular tiles covering **5000' x 5000'** and being **300 MB** in size. The orthophotography will be referenced to a master tile index and tiles will be named by corner coordinate location and/or other specified system. A MrSID compressed version of the

orthophotography in individual tile or block mosaic form at the selected compression factor will also be furnished. The delivery will include metadata in the specified format. All data will be furnished on appropriately labeled and indexed CDs or DVDs.

Digital Elevation Model (DEM) data and color orthophotography images will be collected in the winter **2005 – 2006** leaf-off season. All product deliverables shall be submitted within 8 months from notice to proceed. Final deliverable will be accomplished over a 10 week period within the eight (8) month period. All product deliverables will be submitted within six (6) months.

Aerial photography shall be accomplished within 45 days of award of the contract by The Fulton County Board of Commissioners. A notice to proceed will be provided within two weeks of the date of award by the Fulton County Board of Commissioners.

EXHIBIT D - SCHEDULE

Digital Elevation Model (DEM) data and color orthophotography images will be collected in the winter **2005 – 2006** leaf-off season. All product deliverables shall be submitted within 8 months from notice to proceed. Final deliverable will be accomplished over a 10 week period within the eight (8) month period. All product deliverables will be submitted within the 6 month period.

Aerial photography shall be accomplished within 45 days of award of the contract by The Fulton County Board of Commissioners which is anticipated to be accomplished prior to January 20, 2006. A notice to proceed will be provided within two weeks of the date of award by the Fulton County Board of Commissioners.

**EXHIBIT E -
BASIS OF PAYMENT**

Payment will be made based on the unit price proposal for production, delivery and installation of Orthorectified aerial photography and DEM into the County's GIS system. Payment will be as follows:

Aerial Photography and DEM

Upon documented completion of aerial data collection (report) – 30 % of price proposal
Upon delivery and installation of the photography onto GIS System – 50 % of price proposal
Upon delivery and installation of DEM onto GIS System – 10% of price proposal
Upon acceptance of final product delivered and installed – 10 % of price proposal